जी आर एस ई
GRSE
गार्डेन रीच शिपबिल्डर्स एंड इंजीनियर्स लिमिटेड
Garden Reach Shipbuilders & Engineers Ltd.
(भारत सरकार का उपक्रम, रक्षा मंत्रालय)
(A Government of India Undertaking, Ministry of Defence)
CIN NO.: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

E-Tender no. : CSB/PK/MPV/IMP/ST/DigiSpeed Indicator/233/ET-3497 dated 05 August 2026

Garden Reach Shipbuilders & Engineers Limited invites bids for entering into a contract for the 'DIGITAL SPEED LOG INDICATOR' for 7500 DWT Multi-Purpose Vessel Project (GRSE yard nos. 3050 to 3057)' :-

GRSE Project	Multi-Purpose Vessel
GRSE Yard Numbers	3050 to 3057 [08 ship sets]
Tendered Item Description	Procurement of 'DIGITAL SPEED LOG INDICATOR'
GRSE Indent Numbers	1000067559, 1000067580 - 67585 dated 11-07-2026
e-Tender Number	CSB/PK/MPV/IMP/ST/DigiSpeed Indicator/233/ET-3497 dated 05 August 2026
Portal	https://eprocuregrse.co.in
Reverse Auction	Not Applicable
Date of Pre-Bid Meeting (if required)	Not Applicable
Bid Submission Start Date & Time	11th August 2026 (1500 Hrs IST)
Last Date & Time of Receipt of Tender	14th August 2026 (1200 Hrs IST)
Date & Time of Opening of Tender	17th August 2026 (1400 Hrs IST)
EMD	Not Applicable
Tender Fee	Not Applicable
Integrity Pact	Not Applicable

Tender can be down loaded from web sites www.grse.in and https://eprocuregrse.co.in.

General Terms & Conditions of the tender enquiry are available in the company website under the tab https://www.grse.in/CommercialShipBuilding/.

Tender / Bid formats are to be downloaded from our e-portal https://eprocuregrse.co.in and Offers in filled-in formats are to be uploaded using Digital Signature Certificate (DSC). Tender opening can be witnessed in team viewer of the web-portal.

Padmawati Kisku
Dy. General Manager (CSB | MPV)
Garden Reach Shipbuilders & Engineers Limited,
61, Garden Reach Road, Kolkata-700 024 (INDIA)

Enclosure List :-

1. Statement of Technical Requirement for Digital Speed Log Indicator [01 page].
2. SOTR / Technical Acceptance Matrix
3. Commercial Acceptance Matrix
4. Price Bid (BOQ)

INSTRUCTIONS TO BIDDERS

ITEM	:	Procurement of 'Digital Speed Log Indicator'
PROJECT / YARD	:	Multi-Purpose Vessel (MPV) / GRSE Yard nos. 3050 to 3057

1. SCOPE OF SUPPLY :-

Procurement of 'Digital Speed Log Indicator' for GRSE yard nos. 3050 to 3057 [08 ship sets] as per Statement of Technical Requirement for Digital Speed Log Indicator'; [01 page].

2. VALIDITY PERIOD OF OFFER :-

(a) The offer shall be valid for 180 days from final tender closing date for acceptance.
(b) The prices shall remain firm and fixed till full execution of order i.e. till delivery of the full quantity of the goods in the Purchaser's yard.
(c) Purchaser reserves the right to consider placement of Purchase Order in part or in full against the tendered quantity.

3. DELIVERY PERIOD :-

Items are to be delivered strictly as per following schedule: -

Sl. No.	Ship No. / Yard	Delivery Date at GRSE
1	1st Ship – 3050	November 2026
2	2nd Ship – 3051	November 2026
3	3rd Ship – 3052	February 2027
4	4th Ship – 3053	April 2027
5	5th Ship – 3054	July 2027
6	6th Ship – 3055	October 2027
7	7th Ship – 3056	October 2027
8	8th Ship – 3057	October 2027

4. DELIVERY TERMS / PRICING :-

a) Quoted Price shall be firm and fixed till full execution of order.
b) Price quoted should be inclusive of all charges for proper packing, forwarding and preservation.
c) Terms of Price / Delivery Terms sought by GRSE:

(i) For Foreign Bidders:

aa. The terms of quoted price (Delivery terms) shall be "F.O.B. major International Gateway Seaport of exit stowed, costs and risks in connection with loading on the Seller" / "F.C.A. major International Gateway Airport of exit". Price quoted should also be inclusive of all charges for proper packing, forwarding and preservation. However, materials are to be despatched (for Main Carriage) through GRSE nominated Freight forwarder only. All charges applicable till on board Carrier / Flight shall be borne by the firm in case of FCA, (Airport of loading) despatch. Name of seaport/airport must be mentioned by the vendor. The terms such as "any USA seaport" or "any European sea port" shall not be quoted.

bb. Foreign Bidder must quote Freight and Insurance charges in percentage of basic FOB price in Part-I 'Commercial Offer for Foreign Sellers' Bid. Refer link https://www.grse.in/CommercialShipBuilding/. In case of necessity, GRSE reserves right to place order on CIF Kolkata (Liner Out) basis. Bidder has to accept order on CIF Kolkata (Liner Out) basis as per requirement of GRSE.

(ii) For Indigenous Bidders:

aa. F.O.R. GRSE Kolkata (Main Unit, 43/46, Garden Reach Road, Kolkata - 700024, India and/or RBD unit, 44 Garden Reach Road, Kolkata – 700044) [Door Delivery to GRSE Store at Kolkata].

Consignee address may change at the time of delivery. No price escalation and delivery extension is allowed on account of change of Consignee. Bidder is requested to refer the Consignee clause of this "Special Commercial Terms and Conditions".

bb. F.O.R. is India specific trading/delivery term. The risk of loss or damage shall be transferred from Seller to Buyer at GRSE Kolkata. F.O.R. price includes Cost of manufacturing, Inspection Charge, Packing & Forwarding charge, Loading Charge, Transportation, Insurance charge up to GRSE Kolkata and unloading charges at GRSE's premise but not limited to these. Seller is responsible till delivery at GRSE, Kolkata in regard to supply of material.

cc. Indian Bidder must quote Freight and / or Insurance charges in percentage of FOR Price in Part-I Bid. Refer Annexure-III 'Commercial Offer' of the tender. In case of necessity, GRSE reserves right to place order on Ex-works basis. Bidder hast to accept order on Ex-works basis, if GRSE desires to place order on Ex-works basis. GRSE will consider the freight and Insurance charges quoted by the tenderers for working out Ex-works price and accordingly GRSE may place order on Ex-Works basis. This is sole discretionary authority of GRSE, not obligation.

d) In case of short supply, all materials are required to be despatched as per GRSE door delivery basis (DDP / FOR GRSE Kolkata Door Delivery basis).

e) No price escalation is allowed at any stage. Quoted price must be inclusive of all charges like 'incidental charge'.

f) Port of Discharge: Kolkata (applicable for foreign bidder). However, Port of Discharge may change at the time of delivery. It is the obligation of Seller to obtain confirmation from GRSE in regard to Port of Discharge prior to shipment of goods. No price escalation shall be entertained to Supplier in case Port of Discharge is changed from Kolkata to other Indian Port.

g) The Incoterms® 2020 rules are applicable for this tender.

h) Shipping documents such as bill of lading, packing list and others for returnable items shall be separately prepared and submitted to enable return after the completion.

i) For Foreign Vendor: Wherever Design, Engineering, Drawing and Documents are separate deliverable (as goods) as per Tender/Purchase Order, the Seller must physically dispatch the drawing/documents (CD form and hard copy) after final approval (by Competent Authority) through Indian Custom authorized courier or through Buyer's appointed freight forwarder. The mode of transport must be air. The Seller is required to make shipment of approved drawing/document prior to claiming payment for Design and Engineering. The Seller must get the custom invoice and packing list verified by GRSE prior to shipment of hardcopy (& CD form) of drawing/documents from Seller's country. The Seller also must note that advance intimation about shipment is to be made to GRSE prior arrival of hard copy of drawing/documents at Kolkata airport.

5. WARRANTY / GUARANTEE :-

(a) The supplied materials are to be guaranteed / warranted for satisfactory performance for the period of 12 months from the date of commissioning of the respective ship / planned delivery of the respective ship by GRSE to the owner/customer.

(b) Planned delivery of the respective ships :-

Sl. No.	Ship No. / Yard	Planned Delivery Date of Ship
1	1st Ship - 3050	October 2026
2	2nd Ship - 3051	January 2027
3	3rd Ship - 3052	April 2027
4	4th Ship - 3053	July 2027
5	5th Ship – 3054	November 2027
6	6th Ship – 3055	January 2028
7	7th Ship – 3056	March 2028
8	8th Ship – 3057	May 2028

(c) During guarantee / warranty period if any item/materials thereof supplied by the contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE within 07 days (for Indigenous vendors) and 21 days (for Foreign vendors) of notice of such defect. If any items are required to be removed from GRSE for defect repair, then Seller shall remove the same after submission of bank guarantee amounting to equivalent of the

value of material to be removed and having validity of BG till the time of return of repaired/fresh material to GRSE and regiment to original equipment to GRSE. In case, materials are delivered in multiple consignments/lots, last date (actual) of delivery of consignment shall be reckoned for calculation of warranty date.

(d) Warranty / Guarantee extension: Bidder to quote warranty / guarantee extension charges of Main Equipment with related Accessories and Spares for a period of 02 years. If GRSE desires to extend the warranty / guarantee period after placement of order, the charges for warranty / guarantee period extension quoted by the bidder shall be considered on pro-rata basis for the actual extension period. Irrespective of acceptance of the GRSE's warranty / guarantee clause by the bidders, the quoted warranty / guarantee extension charges applicable for a period of 02 years will be loaded for deciding the lowest bidder. In case a bidder does not quote warranty/ guarantee extension charges in their Part-II Price Bid, the said charges will be considered as 0% (Nil) while ranking of the bid. In such case bidder has to extend warranty / guarantee if required at no extra cost up to 2 years beyond contractual agreed period. The placement of purchase order for warranty extension shall be at the discretion of GRSE (not obligation) and a separate order shall be placed if required by GRSE.

6. SUBMISSION OF OFFER IN TWO BID SYSTEM :-

Offer must be submitted in two parts as follows:

(a) Part I (Techno Commercial Bid): The bidder shall ensure submission of techno-commercial offer as per tender terms.

Note: In any case, prices are not to be mentioned in Part-I bid. Bids are liable to be rejected if prices are found in the techno-commercial bid.

(b) Part-II (Price Bid): Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the eProcurement portal. Bids received other than the given formats will be rejected.

Note:

- If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- Bidder must quote for all line items being inseparable line items. In case price of any line item is found zero, then it will be considered that item will be delivered at Zero Cost and price of the same line item is included in the other line items.

7. BID CURRENCY :-

(a) Price quotation currency for Foreign Bidder / Seller / Vendor shall be any one of following currencies. Bidder to select any one of the following currencies during submission of their Price Bid and same shall be mentioned in their Techno-Commercial Bid (Part-I).

(i) Indian Rupees (INR)

(ii) US Dollar (USD) or EURO or GBP

(b) Price quotation currency for Indian Bidder/Vendor shall be Indian Rupees (INR) only.

8. RANKING OF BIDS / DETERMINATION OF L-1 BIDDER :-

(a) Additional Parameters for Ranking of Bids & L-1 Determination:

Ranking of bids for L-1 determination shall be done considering following parameters:

(i) This is a non-divisible tender and tender will be awarded to a single bidder on Totality basis.

(ii) The ranking shall be made done "Cost to Company" (Net Landed Cost) basis.

(iii) Warranty Extension charges for 1st year starting from original date of expiry of Main Equipment, OBS etc. (Refer Warranty clause no. 6 of NIT). Warranty extension charge is a provisional charge and is not a part of L-1 determination. However, bidders to quote for the warranty extension charges and if no price is quoted by the firm, the same should be considered as free of cost and the PO shall be placed accordingly.

(Note: - The placement of PO for warranty extension shall be at the discretion of GRSE and separate order shall be placed if required by GRSE.)

(iv) Loading factors as applicable as per para (b) of this clause.

(v) Standard GRSE's Marine Freight, Insurance charges, Landing charge, Port Handling charge, Local Transportation charge etc. and /or other charges shall be loaded on the FOB / FCA / EX Works Price (as applicable) to ascertain Landed Cost at GRSE. The Custom, Port Handling charges, Landing charges and Local Transportation from Port to GRSE shall be 01% of FOB price.

(vi) Taxes and duties, if no input Tax Credit is available to GRSE, is cost for GRSE.

(b) Loading for Deviations in Tender Terms and Conditions:

The bid is liable for rejection, if terms and conditions stipulated in NIT documents are not accepted by bidder [Refer Liable for Bid Rejection criteria {9(b)} in Instruction to Bidder]. In case the techno-commercial bid is accepted by GRSE, the loading in Price Bid for deviations (taken by bidder) to tender terms shall be carried out as per following guidelines for the purpose of ranking of financial bid and L-1 determination:

(i) Payment Terms: It is desirable that the bidder accepts the Payment terms indicated in the tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Base Rate/MCLR declared by RBI (Median value applicable for public sector Banks) plus 2%, or 6% whichever is higher thereon on the amount(s) at variation and/or for the period (in no. of days) at variation and LIBOR plus 2% or 6% whichever is higher in case of Foreign bidders. The tender closing date shall be considered for reckoning Base rate/MCLR and LIBOR rate.

(ii) Delivery of the Goods: The Bidder is required to offer bid as per the Delivery/Price Terms of this NIT. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded.

(iii) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price, provided the extended delivery period is acceptable to GRSE.

(iv) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 10% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 6.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (20 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 8%) and the quoted price will be loaded accordingly by 2%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

(v) Deviation in respect of the period of warranty/guarantee shall be loaded to the quoted price @warranty/guarantee extension charge quoted by bidder for 2 years from initial warranty period sought in tender documents, if bidder does not quote for warranty period extension charge then @0.25% per month for period of warranty in deviation.

(vi) In respect of the requirement (with respect to NIT clause) for furnishing Bank Guarantee for Equipment Performance (specified number of months from date of supply or specified number of months from the date of commissioning of equipment or specified number of months from commissioning of ship whichever is earlier), the question of loading factor does not arise when the non-compliance is a bid rejection criteria. If it is not a bid rejection criterion, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.

(vii) Refer Taxes and Duties clause for Foreign Bidder in Clause No.13(a). If foreign bidder does not agree with deduction of withholding tax from their service bills, then tax amount applicable (as per Indian Government's rules) as on tender closing date shall be loaded with price bid for L-1 determination.

(viii) In case of deviation for other terms and conditions of tender (which are not spelt out above), Bidder's price be shall also be loaded appropriately (as decided by GRSE based on deviation taken by Bidder) in order to bring price bids of all qualified bidders at par and for L-1 determination.

(ix) The above loading is only for bid ranking (L-1 determination).

(x) Sample Landed Cost Calculation and L-1 Bidder Determination is placed under tab https://www.grse.in/CommercialShipBuilding/ .

(c) The lowest financial bid determined considering parameters mentioned at para (a) and loading factor mentioned at para (b) shall be termed as L-1 bid.

(d) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per

tender and clarifications during techno-commercial scrutiny / Technical negotiations / Commercial negotiations, etc.

(e) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids.
However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

9. BID REJECTION CRITERIA:

(a) Categorical rejection criteria**:**

(i) Bid received other than through e-portal in case of E-tender.
(ii) Bidder not agreeing to accept Integrity Pact (IP) or submitting integrity pact with deviation to GRSE format, wherever Integrity Pact is to be submitted.
(iii) Bidder not agreeing to provide assistance wherever required for installation, commissioning, STW, HATs, SATs of equipment supplied by them and any other assistance required till successful delivery of Ships.
(iv) EMD not received for Open tender/Global tender if applicable unless specific exemption is sought for the approval of Competent Authority.
(v) Tender/Contract of firm declared Bankrupt will not be considered as valid Tender/Contract.
(vi) Non-Submission of the Certificate by Bidders (Refer clause 26 below and Annexure-XII).

(b) Liable for rejection criteria:

(i) Failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks.
(ii) Techno commercial Bid (Part-I) containing price of any item.
(iii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.
(iv) Bidder not complying with the Pre-Qualification criteria stipulated in Tender/TSP.
(v) Bidder not agreeing to supply spares (On Board spares, B&D spares) if applicable / post sale product support / post work completion support if required.
(vi) Bid with technical requirements and or terms not acceptable to GRSE/Customers/External agency nominated as applicable.
(vii) Unreasonably longer delivery period quoted by the bidder.
(viii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
(ix) Bidders not agreeing to furnish required Security Deposit till validity of contract/PO or Indemnity Bond in case of PSU or variation in quantum of Security Deposit as mentioned in the tender.
(x) Bidder not agreeing to furnish required Performance Bank Guarantee for Equipment to be supplied/Services rendered or not agreeing for retention of equivalent amount by GRSE up to the period till completion of contractual & Warranty obligations or variation in quantum of PBG.
(xi) Bidder not agreeing for Warranty period as specified in the tender.
(xii) Any deviation sought, which is not accepted to GRSE.
(xiii) Bid received without 'Certificate of conformity' duly filled in & signed, if applicable.
(xiv) If the bidder had been declared as insolvent/bankrupt/prohibited in the recent past and or is under scanner of any statutory bodies, they must confirm their present status in that respect with adequate supporting documents. Non-submission of adequate document or if submitted document is not acceptable, the bidder shall be liable for rejection.
(xv) Quote received with Price Variation Clause.
(xvi) Bid received without pre-qualification documents where required as per the tender. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
(xvii) Delivery by High seas sales / Sales in transit.

(xviii) In case bidder has uploaded scanned image of Integrity Pact (IP) but original copies of IP are not submitted to GRSE within 07 working days from tender closing date.

(xix) Bidder does not agree to provide warranty extension.

(xx) Bidder does not quote for all line items where it is mandatory to quote as such.

(xxi) Bidder not complying the GRSE's indigenisation policy or Preference to Make in India policy.

(xxii) The Bid received without scanned image of IP along with the Part-I offer. However, in case the bidder has prepared IP but could not upload in the e-portal and submits original IP within seven GRSE working days from tender closing date, then such bids shall be accepted.

(xxiii) Any deviation is sought which are not acceptable to GRSE.

(xxiv) In case the competent authority of GRSE does not approve for acceptance of revised bid as requested by vendor in MOM of TNC/CNC due to any reason(s), the vendor(s) is to be intimated along with notice for price bid opening, that their request for submission of revised bid had not been accepted and their offer may be deemed as disqualified on this ground.

10. PAYMENT TERMS :-

A. Payment Terms for Foreign Vendor:

(a)For Supply of Material (Main Equipment, OBS Spares):

(i) 90% payment less Liquidated Damages (if any) will be made by irrevocable Non-Transferable Letter of Credit at sight (LC). LC as per GRSE's format, will be established in favor of firm on receipt of their proforma invoice towards equipment, spares, documentation, etc. The Seller is required to submit Proforma Invoice duly signed and stamped by Competent Authority of seller and other relevant information to GRSE at-least 12 weeks before despatch for the respective ship set order. GRSE requires minimum 8 weeks' time for establishment of Letter of Credit. Any delay in receipt (by GRSE) of proforma invoice, Advising Bank details, BG (if applicable) and order acceptance shall result in delay in issuing Letter of Credit for which no claim of extension in delivery schedule without recourse to Liquidated Damage shall be permitted. The LC shall be established after deducting LD amount if applicable.

Payment through LC will be made against following despatch documents and submission of Performance Bank Guarantee (in GRSE format). Seller/Supplier is required to submit PBG prior to shipment of goods. GRSE shall issue Certificate after receipt of original PBG from Supplier.

(a) Beneficiary's ink signed (and stamped with company seal) commercial Invoice in triplicate quoting Import Licence reference (if any) and certifying that the goods supplied are as per purchase order of the applicant. Invoice should certify that goods are freely importable and not covered under the negative list as per foreign trade policy 2015-2020. Stated full details of the item serial no., GRSE PO no and GRSE Material Code number., description, quantity, price per unit and total value of material dispatch strictly as per PO - this condition must be complied while negotiating documents. Purchase order wise separate invoice to be raised.

(b) Signed package wise Packing List – In triplicate. Packing List must contain GRSE PO number and GRSE Material Code number. Refer packing instruction clause for detail information to be incorporated in packing list.

(c) Transport document:

(i) For sea shipment:

Complete set of 3/3 i.e. 3 original and 3 copies of non-negotiable copies of signed, 'clean', 'on-board' Bill of Lading to order of ----------(name of applicant's banker). The transport document should

(aa) be marked 'freight to collect' --- for FOB contract

(bb) be marked 'notify'----------(name of applicant's bank) and------- (applicant name and full address).

(cc) bear the LC no. Date, GRSE PO no., packing list no., and evidencing shipment of goods.

(ii) For air shipment:

Consignee's name and address in Main Airway bill shall be Bank. The airway bill should

(aa) be marked 'freight to collect' --- for FCA contract

(bb) bear the date and number of this documentary credit, flight no and date, GRSE PO No., packing list number.

(d) Certificate from reputed Chamber of Commerce showing goods to be of ----------(name of country) ----- origin in triplicate.

[For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.]

Beneficiary's certificate to the effect that three additional set of non-negotiable documents including one copy each of invoice, packing list, material test certificate/shop test certificate, certificate of origin, warranty certificate have been forwarded to the applicant [Dy. General Manager (CSB-SCM), GRSE Ltd., 61 Garden Reach Road, Kolkata - 700024, India] by courier at earliest but not more than 07 working days after shipment.

(e) Guarantee / Warranty certificate in triplicate. Guarantee / warranty certificate must contain GRSE PO number and GRSE Material Code number.

(f) Manufacturer's work test certificate / shop test certificate in triplicate. Certificate must contain GRSE PO number and GRSE Material Code number.

(g) Post receipt / certificate (issued by supplier) evidencing timely air mailing hard copy of all required non-negotiable copies of documents to GRSE within 02 days of shipment date and forwarding scan copy of documents to Purchaser within 02 days of shipment date.

(h) Shipping company's or their agent's certificate in duplicate stating that the carrying vessel named in the bill of lading is a seaworthy vessel, not more than 15 years old, has been approved under institute classification clause (class maintained equivalent to LLOYDS 100 a1) and has been registered with an approved classification society (certificate to specify the name of the classification society).

(i) A certificate in duplicate issued by the shipping company or their agent stating that the vessel mentioned in the bill of lading and the ports from/to which the goods are shipped are free from embargos and that there are no subsisting sanctions imposed on the vessel/port.

(j) GRSE's certificate as to receipt and acceptance of performance bank guarantee.

(k) GRSE's certificate as to receipt and acceptance of SDBG/CPBG.

(l) Certificate of IRS/LRS/ABS/DNV etc. (on their letter head) as applicable.

(m) Material Safety Datasheet for Hazardous/Dangerous Cargo.

(n) Weight Certificate

(o) Preservation Certificate

(p) Original Marine Insurance policy (wherever Insurance is responsibility of Seller). Refer Marine Insurance clause for details about Marine Insurance policy.

(q) Certificate of Conformity (CoC): The Certificate of Conformity (CoC) must mention following:
- Governing specification and values to which the equipment is tested
- OEM Test certificate/Test report/Catalogue/Datasheet.

NOTE:

(aa) All the documents must clearly indicate the GRSE Purchase Order no., GRSE Material code no., Import License no., Airway Bill / Bill of Lading no.

(bb) All normal Bank Charges for LC negotiation etc. in India will be borne by GRSE and Bank charges outside India is to be borne by the supplier.

(cc) LC confirmation charge where required, will be borne by the supplier.

(dd) Bank Charges for extension of LC required due to Supplier's fault shall be borne by the Seller.

(ee) All Bank Charges (both Seller's Bank and Buyer's Bank) are to be borne by Seller due to discrepancy of documents.

(ff) All documents should be in English.

(gg) All documents should mention the LC number, date, IE Code of GRSE.

(hh) Documents produced by reprographic process / computerized carbon copies are not acceptable unless marked original and signed.

(ii) The transport document must not indicate a final place of destination as being different from the port of discharge.

(jj) All parties to this transaction are advised that the U.S and other government and / or regulatory authorized impose specific sanctions against certain countries, entities and individuals, bank may be unable to process a transaction that involves a breach of such sanctions. Presentation of documents evidencing transshipment through sanctioned countries or any of their regions will be considered as breach of such sanctions.

(kk) Short form, third party, and Lash bill of lading are not acceptable.

(ll) Presentation period for LC negotiable documents: -

(i) For sea shipment: within 14 days from date of shipment or the validity of this credit, whichever expires earlier.

(ii) For airlifting: within 02 days from date of shipment or the validity of this credit, whichever expires earlier.

(mm) LC is subject to UCPDC 600.

(nn) LC is subject to uniform rules for bank to bank reimbursement under documentary credits-ICC publication no.725.

(oo) Insurance is covered by applicant under open cover policy for EXWFOB/FCA/C&F contract.

(pp) LC confirmation charge (if any) is to be borne by seller

(qq) This L/C will allow payment as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any on timely presentation of the documents through bank and against work completion certificate duly certified by an officer of GRSE.

(rr) This L/C will allow payment as reduced by any deductibles and/or the amount on account of storage and demurrage charges paid or payable by GRSE for default of Supplier/Seller like late presentation of documents, incorrect documents etc.

(ss) Transshipment is not allowed.

(ii) Balance 10% payment will be made by TT/SWIFT against firm invoice supported with clean receipt inspection report to be issued by GRSE's RIC after receipt and acceptance of all material (ICGRN) and receipt of PBG. In case, Supplier does not agree to submit PBG, 10% amount shall be retained till expiry warranty period plus one month.

Special Note:
Bidder must note that payment in foreign currency shall not be made for supply of material to Purchaser *from India* (indigenous supply) and work done by service technicians of India as per Reserve Bank of India rules. For Material supply from within India and for work done by service technicians of India (belong to Indian contractor), orders shall be placed only in INR on Indian firms. Payment in foreign currency shall be made for supply of material, which are purely imported in the name of Purchaser and for work done by Service technicians. Number of Purchase orders and bidder details for placement of order shall be mentioned into the offer submitted. The same shall be finalised latest before opening of price bids. Please refer relevant clause under *"Procedure for bidding by Principal Bidder/Lead Partner and Consortium Partner and placement of order"* in this regard**.** Refer https://www.grse.in/CommercialShipBuilding/.

(b) For rendering Services.

(aa) 100% payment will be made through Telegraphic Transfer (TT) / SWIFT within 30 days from date of receipt of original ink signed and stamped (with company seal) invoice along with Work Done Certificate (WDC) duly signed by GRSE authorized representative/PL of ship along with a copy of Visa authenticating entry in India. Original Invoice for services are to be submitted (complete in all respect) to Procurement Officer for vetting and onward submission to GRSE's finance department.

(bb) In case the Service Engineer is deputed from India through authorized firm/representatives, the order will be placed on Indian authorized firm in INR. The rate quoted in foreign currency will be negotiated and finalized during PNC with L1 vendor only.

(cc) Refer "Taxes and Duties" clause regarding submission of other required documents like PAN, TRC etc. for payment of service bills.

(c)Payment Terms for submission of Binding Data, Drawing, QAP:

100% payment shall be made through TT/SWIFT within 30 days after delivery of the requisite document and against submission of a bank guarantee for an equivalent amount.

(d) Undertaking for Foreign Currency Payment:

If the contract is awarded to foreign supplier in foreign currency (not INR), the Seller shall provide Undertaking (in their letterhead) that they are not claiming payment in foreign currency for the goods/items supplied by them locally i.e. from India. This undertaking shall be LC negotiable documents. If the Seller submits invoice in foreign currency for any items, which are to be supplied by seller from India, all consequential damages to Buyer in this regard shall be borne by Seller. The draft format of Undertaking shall be provided at the time of placement of order.

B. <u>Payment Terms for Indigenous Vendor:</u>

(a) For Supply of Material (Main Equipment, OBS Spares)

(i) 90% payment through ECS / NEFT against receipt and acceptance of materials / items supported with following complete set of documents

(aa) Receipt Gate Stamped Challan & Original Lorry Receipt/Clear & Clean ICGRN (Inspection cum Goods Received Note) of GRSE RIC department.

(bb) Submission of original ink signed & stamped with company seal Invoice and Packing List with item wise breakup as per purchase order in triplicates.

(ii) Balance 10% payment shall be released after expiry of Guarantee / Warranty period OR 10% balance payment may be released on submission of Performance Bank Guarantee subject to clean ICGRN Report. In case, Supplier does not agree to submit Performance Bank Guarantee, 10% amount shall be retained till expiry of warranty period plus one month.

Note: All Bank Charges will be borne by Supplier and payment will be made through ECS/NEFT.

(b) For rendering Services.

100% payment (plus taxes) will be made through ECS within 30 days from date of receipt of invoice along with Work Done Certificate (WDC) duly signed by GRSE authorized representative/PL of ship.

(c) Payment Terms for Submission of Binding Data, Drawing, QAP:

100% payment shall be made through NEFT within 30 days after delivery of main equipment.

C. Shipping Document Instruction:

Advance copies of shipping documents like Invoice, AWB/Bill of Lading, Packing List etc. must be directly sent to email ID (kisku.padmawati@grse.co.in) for the purpose of:

(a) Check against any discrepancy and feedback to Supplier for correction, if any, required.
(b) Ground work for custom clearance formalities.

D. Seller shall be fully responsible for, indemnify and hold Buyer harmless from any and all payments to its vendors or subcontractors utilized in the performance of Services.

11. TAXES & DUTIES :-

(a) For Foreign Vendor:

(i) All taxes, duties, levies etc. as applicable outside India will be borne by the Seller / Vendor.

(ii) All taxes, duties, levies etc. applicable in India will be borne by GRSE. However, withholding tax (applicable as per Indian Income Tax law) for provision of Technical Services (like Technical assistance, training, license fees etc.) by Foreign supplier shall be deducted from Service bill and payment shall be made after deducting the withholding tax amount. The withholding tax amount so deducted shall be deposited by GRSE to Indian Income Tax Authority. Bidder must include this withholding tax in their Price Bid. If foreign bidder does not agree with deduction of withholding tax, then tax amount applicable (as per Indian Government's rules) as on tender closing date shall be loaded with price bid for L-1 determination.

(iii) The bidder is required to submit HSN code in their Part-I bid.

(iv) For clearance of any payment related to the Technical services (like Technical Assistance, Training, License Fees, etc.) rendered by the foreign seller/supplier, the foreign seller/supplier must submit Permanent Account Number (PAN) of foreign seller/supplier under Indian Income Tax Law, Tax Residency Certificate of foreign seller/supplier in their country, and/or following documents: -

(aa) Name, E-mail ID, Contact Number of Firm.
(bb) Address in the country or specified territory outside India of which the deductee is a resident.
(cc) A certificate of his being resident in any country or specified territory outside India from the Government of that Country or specified territory if the law of that country or specified territory provides for issuance of such certificates.
(dd) Tax identification Number of the deductee in the country or specified territory of his residence and in case no such number is available, then a unique number on the basis of which the deductee is identified by the Government of that country of that country or the specified territory of which he claims to be a resident.

(v) The Foreign bidder (seller) shall bear and pay Import Duty [Basic custom duty (BCD), IGST, Safeguard duty, additional Custom duty, NCDD, Cess etc.] applicable at Indian Port for replacement against short supply, damaged, defective items of imported equipment. If such duty is paid by GRSE, same shall be recovered by adjusting any payment due to seller.

(vi) Custom Duty on the value of Container (excluding content of Container) shall not be paid by Purchaser. The shipper/shipping line is required to file required bond in Indian custom department.

(b) <u>For Indigenous Vendors:</u>

(aa) <u>Goods and Service Tax (GST):</u>

(i) The item being purchased under this contract shall be used for construction of ships in GRSE under chapter heading 8906 of GST HSN codes. As per sl no. 252 of Notification no. 01/2017 CT/IT (Rate) and recent advance rulings, items falling under "Any chapter", which are parts of goods of heading 8901, 8902, 8904, 8905, 8906, 8907 are to be taxed at 5% rate. Hence Sellers must supply the goods under chapter heading 8906 and charge not more than 5% GST rate in their invoice. GRSE shall be liable to reimburse GST only upto 5% of basic value of goods. In case seller raise invoice at GST rate more than 5%, GRSE shall not be liable to pay additional GST over and above 5% of basic value of goods.

(ii) In case of purchases of goods/ services from unregistered dealers under GST Laws, GST will be paid by GRSE under reverse charge mechanism. The amount of GST to be paid by GRSE shall be deducted from vendor's bill.

(iii) Benefits from reduction in rate of tax / ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service provides (except un-registered dealers under GST Law) have to submit declaration that they have complied with "Anti- profiteering clause' under GST Law. Such declaration be given in technical bid. The calculation of the benefit in the reduction of price should be provided by the vendor.

(iv) If the vendor is registered under GST, vendor shall mention the HSN code for goods & / or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and / or services is that of the vendor, GRSE shall not be responsible for any error in HSN code for goods and / or services specified by supplier/ contractor. Supplier / Contractor shall pay penalty and / or interest imposed on GRSE or any loss due to delay in availing ITC by GRSE or any loss of ITC to GRSE due to errors by vendors at any stage. GRSE reserves right to recover any such interest, penalty or loss from any amount due to Supplier / Contractor or otherwise.

(v) If the vendor is registered under GST, the GST registration number (15-digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and / or services. Vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

(vi) If the vendor is registered under GST, vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GRSE to avail input tax credit promptly. The vendor's invoice inter alia should contain GSTIN of vendor, GSTIN of GRSE, GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor etc. Original invoice needs to be submitted to Bill Receipt Centre at GRSE and a copy of the invoice should be given to the goods receiving section (GRSE).

(vii) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to GRSE arising due to delay in filing will be recovered from their invoice wherever GRSE is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier / contractor, GRSE retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier / contractor with the requirement of GST along with satisfactory evidence.

(viii) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties.

(ix) The Supplier/Seller must submit original tax invoice or debit note to GRSE (buyer) prior to the expiry of one year from the date of issue of tax invoice relating to such supply in order to avail Input Tax Credit by GRSE (Section 18(2) of CGST Act). Notwithstanding, the Supplier/Seller must submit original tax invoice or debit note for supply of goods or services or both, before the filing of the Return under Sec 39 of CGST Act for the month of September following the financial year to which such invoice/ debit note pertains. - Section 16(4) of CGST Act. In case of default by supplier, GRSE reserves the right not to reimburse GST amount of Invoice to supplier.

(x) Break up of GST shall be indicated by the Seller while raising invoice / bill. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on invoice/bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST are charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

(xi) TDS @2 % or as applicable shall be deducted on the payment made or credited to the supplier where the total value of supply (supply of Goods or services) under a contract exceed Rs.2,50,000/- excluding GST. However, no deduction shall be made if the location of the supplier and the place of

supply is in a state or Union Territory, which is different from the state, or as the case may be Union Territory of the registration of recipient.

12. SECURITY DEPOSIT (SD) [INTEREST FREE] :-

(a) Security Deposit (interest free) for 5% of total order value (in GRSE format enclosed) is to be submitted within thirty (30) days from the date of placement of Purchase Order in the form of Crossed Demand Draft (in favour of Garden Reach Shipbuilders & Engineers Limited., Kolkata, payable at Kolkata) or Bank Guarantee in approved GRSE format. Security Deposit / SDBG will remain valid till successful execution of purchase order with a claim period of one month.

(b) SD will be demanded from Supplier/Contractors who are given free issue material for fabrication job, as also sub-contractors who work without free issue materials.

(c) SD will be deposited a fresh by the successful bidder as per terms & conditions mentioned in P.O. and thereafter the EMD amount/EMD BG refunded.

(d) Failure to deposit SD amount/ submission of BG within stipulated time will invite penal interest from the date from which the amount was required to be deposited or BG to be submitted. The rate of interest would be at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI/MCLR declared by RBI (Median value applicable for public sector Banks) plus 2% (for Indian Vendors) or 6% whichever is higher. The date of reckoning such interest rate shall be date on which Supplier is required to submit BG as per above term 11(a). GRSE shall also have the right to recover the amount from outstanding dues to the Contractor against any other Purchase Orders placed by GRSE.

(e) In the event of failure to execute the order satisfactorily or default by the Sub-contractor / Supplier / Vendor, the Security Deposit will be forfeited.
Note: Refer "General Rule of all Bank Guarantee" clause.

13. PERFORMANCE BANK GUARANTEE [PBG] :-

(f) Performance Bank Guarantee (in GRSE format enclosed) for 5% of material value of supply items is to be submitted 30 days before dispatch of materials and the same shall remain valid till expiry of Guarantee Period with a claim period of One Month.

(g) GRSE reserves right to encash PBG in case Purchase order (PO) for Warranty extension or Re Preservation (as per provision of Tender/PO) is not accepted by supplier.

(h) In case GRSE desire to place PO for Warranty extension (as per provision of Tender), PBG is required to be extended by supplier till the extended warranty period plus one month claim period. In case PBG extension is not possible, fresh PBG (having same value as for original PBG) with validity period till extended warranty period plus one month claim period is required to be submitted by supplier.

(i) No interest shall be paid by Purchaser for PBG or Performance Security.
Note: Refer "General Rule of All Bank Guarantee" clause

14. GENERAL RULE OF ALL BANK GUARANTEES :-

(a) The Bank Guarantee shall be from scheduled Banks (promulgated by RBI) other than Co-operative Banks in approved GRSE format, which means the schedule Bank (promulgated by RBI) shall be guarantor / surety to GRSE.

(b) It is the distinct condition of the Bank Guarantee that no suit or action for the purpose of enforcing any claim in respect of the Bank Guarantee shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India and the parties agree to exclusively submit to such jurisdiction.

(c) BG is to be submitted in currency of order.

(d) In the event of postponement of completion period or extension of guarantee desired & sought by GRSE, the Bank guarantee has to be extended till the extended period desired by GRSE.

(e) The charges for extension of BG shall be payable by the Principal Contractor/Contractor/Seller in case delay in completion of supply/service/works/project is not attributable to GRSE. The BG shall be interest free.

(f) All Bank Guarantee shall be en-cashable in Kolkata.

(g) Bank Guarantee should be executed on the non-judicial stamp paper of Rs.50/- which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.50/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. B.G. must be submitted in banker's sealed envelope directly to our Finance Dept.

(h) Bank Guarantee should be executed strictly as per GRSE's Format.

(i) All Bank Guarantee is to be sent directly by Seller's Banker in a sealed envelope to the following address. BG may also be forwarded in SWIFT mode through GRSE's banker. <u>All foreign banks' guarantees' will be in 'SWIFT' mode advised by a bank located in India acceptable to GRSE.</u>

Additional General Manager (Finance - F&A) / General Manager (Finance),
43/46 Garden Reach Road, Kolkata-700024, INDIA
Contact No. (+91) 8336006940

15. INSPECTION & TESTS & CERTIFICATION :-

(i) Preliminary inspection at Seller's works by Inspector shall not prejudice Purchaser's claim for rejection of the equipment on final inspection at Purchaser's premise or claims under warranty provisions.

(ii) Joint Receipt Inspection (JRI) will be carried out within 30 days of arrival of equipment at Buyer's premise by Buyer's representative, Buyer's Customer's representative (if applicable) and Seller/Supplier's representatives. The Seller/Supplier is required to depute their reps at GRSE within 07 days from date of intimation by email for JRI. If supplier is not able to depute reps within 07 days, GRSE will carry out receipt inspection in absence of reps of OEM. The JRI shall be forwarded to Seller within 30 days of date of JRI. Any discrepancies / shortfall found during receipt inspection are to be made good by supplier immediately free of cost. In case equipment manufacturer/ vendor's representatives desire to attend JRI, the bio data of the equipment manufacturer/ vendor's representative will be communicated fifteen (15) days prior to the dispatch of goods to the shipyard for obtaining the necessary security clearance.

(a) Manufacturer's Test Certificates, Supplier's Guarantee Certificates, Class inspection certificate from DNV (as applicable) are to be provided along with delivery of material, failing which items are liable to be rejected.

(b) A set of the above certificates are also to be forwarded by email and courier to the ordering authority separately for record within 02 days of shipment.

(c) Material Safety Datasheet (applicable for Dangerous Cargo).

(d) Third Party Inspection or Class Inspection: All costs related to inspections and re-inspections shall be borne by the Seller. In case of inspection by GRSE and / or GRSE's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign vendors, the cost of third-party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.

(e) Pre-Dispatch Inspection / Factory Inspection & Test (FAT): The Seller must intimate date of Factory Inspection & Test at Seller's premise at least 04 weeks in advance to enable Buyer's personnel and Buyer's Customer to be available for inspection.

(f) Inspection and approval of the equipment or material by the Inspecting Authority/ies does not absolve the Seller / Supplier / Vendor of the responsibility of guarantee for the equipment / material. It will be the sole responsibility of the Seller / Supplier / Vendor to ensure that the equipment / material supplied is complete in all respects and performs to its / their designed parameters.

16. CONSIGNEE :-

Materials are to be delivered at GRSE Stores, Main unit, 43/46 Garden Reach Road, Kolkata – 700024 and/or GRSE Stores, RBD unit, 44 Garden Reach Road, Kolkata – 700044.

<u>Note</u>: Consignee (including address of delivery) may change at the time of delivery of goods. It is the obligation of Seller to obtain confirmation from GRSE in regard to consignee address prior to shipment of goods. No price escalation/increase shall be entertained due to change in consignee address.

17. INTEGRITY PACT (IP) :- Not Applicable

The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that every page of IP is ink signed with company seal/stamp. The Integrity Pact shall be in Non-Judicial Stamp Paper and notarized by Public Notary (authorized by Government of Exporting Country for foreign bidders).

Independent External Monitors (IEM):
Either or both of the following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him.

Shri Lov Verma, IAS (Retd.), B-12, Second Floor, Green Park Extension, Near Uphar Cinema, New Delhi – 110016 Email: lov_56@yahoo.com	Shri Debashis Bandyopadhyay, Ex- Director (HR), BHEL B1001 Prateek Wisteria, Sector 77, Noida Uttar Pradesh – 201301 Email: debashis9999@gmail.com

(Note: - In case of any change in IEMs, it will be informed to bidders accordingly.)
Format of Integrity Pact available under tab https://www.grse.in/CommercialShipBuilding/.

18. LIQUIDATED DAMAGES :-

- In the event the supplier fails to complete the delivery of the ordered goods within the given schedule stipulated in the order, the purchaser is entitled to have recourse to impose Liquidated Damages viz. The supplier/vendor will be liable to pay the minimum liquidated damages @ ½% per week or part thereof on the undelivered material subject to a maximum of 10% of the value of the order for delayed part.
- The Binding Data is to be submitted within 01 week from the date of issue of Letter of Acceptance / Purchase Order failing which Liquidated Damages @ 0.25% per week delay or part thereof subject to maximum of 1% of total order value will be levied.
- The cumulative LD shall not exceed 10% of Total order value.

19. RISK PURCHASE :-

If the materials are not supplied within the stipulated delivery period, GRSE reserves the right to procure the same or equivalent material from alternative source at the bidder's risk, responsibility and cost.

20. ARBITRATION :-

i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a sole arbitrator under the laws of India.
ii) The India International Arbitration Centre (IIAC), New Delhi on an application made by either of the parties and addressed to the Chairperson or the Registrar of IIAC, shall appoint a Sole Arbitrator under its applicable Rules. The procedure of the arbitration shall be governed by the applicable Rules of IIAC.
iii) Both parties agree and accept IIAC for all arbitral references and have satisfied themselves about the neutrality and eligibility of the IIAC.
iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
v) In the event of the death, incapacity, resignation or inability for any reason whatsoever of the Sole Arbitrator, the appointing Institution i.e. IIAC, shall, on an application from any of the parties, appoint another fit and competent person as Sole Arbitrator to adjudicate on the issues originally referred in accordance with law.

vi) The arbitrator shall be competent to grant interim orders and direct measures for interim protection to the parties.
vii) If the arbitration award is set aside by a competent Court and unless the disputed issues are decided or otherwise ordered by the said Court, the appointing institution i.e, IIAC shall, on an application from any of the parties, appoint a new person as Sole Arbitrator to adjudicate such disputes and differences in accordance with laws in force in India.
viii) The cost of the Arbitration including the Arbitrator's, remuneration, stenographer and clerk's charges, etc., unless decided otherwise by the Sole Arbitrator, shall be shared equally by the parties.
ix) The Administrative costs and expenses of IIAC, if any, shall be borne by the respective parties as per the IIAC Rules, unless otherwise directed by the Sole Arbitrator. GRSE LTD. Procurement Manual Fifth Edition Page 268
x) The seat/venue of the Arbitration unless otherwise decided by the Sole Arbitrator shall be Kolkata, India.
xi) The language of the proceeding shall be in English.

21. JURISDICTION :-

The appropriate Court(s) at Kolkata City including the District Court at Alipore, irrespective of the location of the vendor, shall have exclusive jurisdiction over any disputes arising out of the Contract/ Tender.

22. OPTION CLAUSE :-

(a) The Buyer reserves the right, but without any obligation to do so, to place order for additional quantity upto 30% of originally contracted quantity of any line item (including spares/tools etc.) within original period of contract (to successful bidder/bidders) at same rates and terms of contract subject to there being no downward trend in price (consent of supplier is not necessary) or if there is a downward trend, the supplier agreeing to reduce the price for the enhanced quantity duly matching with the fall in prices.
(b) The Option clause can be exercised (if necessary more than once) provided the cumulative of the Option clause quantities exercised does not exceed the option clause quantity provided in the contract.
(c) The Buyer shall also reserve the right, but without any obligation to do so, to decrease the ordered quantity upto a percentage specified therein (or 25% if not specified) at any time, till the final delivery date of the contract, by giving reasonable notice.

23. PURCHASE PREFERENCE POLICIES OF THE GOVERNMENT :-

Unless otherwise stipulated in NIT, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

(a) Class I Local Suppliers under "Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
Note: All nominated Supplier (Class I, Class-II and Non-Local) are eligible to bid for this tender.
(b) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the "Micro and Small Enterprises (MSEs) Order, 2012" as amended from time to time.
(c) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/or
(d) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the NIT.

24. LAND BORDER :-

(a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority. If the bidder from a country which shares a land border with India, is not registered with Competent Authority and still submit bid, the bid shall not be considered. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India.
(b) All Bidders must submit Certificate in their letterhead as per following format. If the Bidder is registered with Competent Authority, the Registration Certificate along with the Certificate in following format is to be submitted in their techno-commercial (Part-I) bid. Non-Submission of the certificate is one of the

rejection criteria of the tender. The Registration Certificate shall be valid at the time of submission of bids and at the time of acceptance of bids.

(i) Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or; if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

(ii) Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

(c) Please refer tab https://www.grse.in/CommercialShipBuilding/ for details of the clause.

25. BREACH OF OBLIGATION :-

In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification;

(i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.

(ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by GRSE during the period of bid validity.

26. RIGHT TO REJECTION :-

Notwithstanding anything contained in this tender Document, GRSE reserves the right to accept or reject any offer and to annul the bidding process and reject all Proposals, at any time without assigning any reasons, and without thereby incurring any liability or any obligation for such acceptance, rejection or annulment to inform the affected bidder or bidders of the grounds for GRSE's action. GRSE reserves the right to invite revised Technical bids and /or revised price bids from Bidders with or without amendment of the tender at any stage, without liability or any obligation for such invitation and without assigning any reason. GRSE reserves the right to reject any offer if the Bidder does not respond promptly and thoroughly, to requests for supplemental information required for the evaluation of the offer.

27. DISCLAIMERS AND RIGHTS OF PROCURING ENTITY :-

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

a) reject any or all of the Bids, or
b) cancel the tender process; or
c) abandon the procurement of the Goods; or
d) issue another tender for identical or similar Goods

28. ADDITIONAL INSTRUCTIONS :-

- ✓ Bidders are to go through the complete NIT and its Annexures/attachments and respond/bid accordingly. Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity. For preparation of Bids, Bidders are expected to go through the complete bidding/tender documents carefully. The bidding/tender documents includes all the annexures and appendices are herewith enclosed together with this tender notice.

- ✓ GRSE's standard terms and conditions are available in the company website under the tab https://www.grse.in/CommercialShipBuilding/. Bidders are advised to go through all the clauses and formats provided therein before submitting their bids.

29. OFAC - OFFICE OF FOREIGN ASSETS CONTROL :-

Any consignment should not be dispatched or routed from / through the countries on whom OFAC [The Office of Foreign Assets Control] restriction exists.

30. E-PORTAL AND E-TENDER GUIDANCE :-

(a) Registration in GRSE e-portal is mandatory to participate in all GRSE e-tenders.

(b) Procedure for registration to Final bid submission is available on the right corner of e-portal home page (https://eprocuregrse.co.in) vide link "Bidders Manual Kit". Bidder may download manual kit for detail procedure. The brief for registration in GRSE e-portal link - mentioned below,

(i) Go to the URL / Link: https://eprocuregrse.co.in

(ii) On that page go the "online bidder enrolment" link (just below "login" bottom right side of the page).

(iii) Do the registration process complete, (filling the details of registration form)

(iv) Generate your password from Forgot or Generate password in Home page

(v) Signing the DSC (Digital Signature Certificate) with the login and password.

31. CONTACT DETAILS FOR QUERIES :-

In case of any clarifications regarding tender conditions / TSP / specifications, SOTR, STC, DSC or online bid submission process, bidders are requested to contact the following officers before the closing date of the tender.

Query	Name	Contact Number	Email
Technical Specifications	Debjani Sen Addl. General Manager (Design)(L&W)	+91 76040 74942	Sen.Debjani@grse.co.in
	Ashwani Bahuguna Manager (Design)(L&W)	+91 75950 46418	Bahuguna.Ashwani@grse.co.in
	Mohini Shivhare Asst. Manager (Design)(L&W)	+91 87075 36879	Shivhare.Mohini@grse.co.in
Commercial Terms & Conditions	Partha Sarathi Bose Dy. General Manager (CSB | SCM)	(+91) 33-2469 8101, extn. 6049 +91 94334 84780	Bose.ParthaSarathi@grse.co.in
	Padmawati Kisku Dy. General Manager (CSB | MPV)	(+91) 33-2469 8101 +91 98204 46760	Kisku.Padmawati@grse.co.in
	Madhu Menon Jr. Manager (CSB | MPV)	(+91) 33-2469 8101 +91 79804 31537	Menon.Madhu@grse.co.in
GRSE eProcurement Cell	Saraswata Palit Dy. General Manager (eProcurement)	(+91) 33-2489 3902 +91 99037 79626	Palit.Saraswata@grse.co.in

32. The item/(s) is/are required urgently and, as such, the due date of the tender enquiry might not be extended.

33. We look forward to receiving your most competitive and reasonable offer against this tender.

Padmawati Kisku
Dy. General Manager (CSB-SCM)
Garden Reach Shipbuilders & Engineers Limited,
61, Garden Reach Road, Kolkata-700 024, INDIA

Signature Not Verified

Digitally signed by PADMAWATI KISKU
Date: 2026.08.05 13:56:52 IST
Location: PSUs of Ministry of Defence-DEFPSU